

CHELMSFORD DOG PARK

RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("AGREEMENT") is made and entered into as of the ____ day of _____, 2_____, by and between The Town of Chelmsford, Massachusetts and _____, the person or entity ("RENTER") identified on the Schedule attached hereto ("Schedule"), and with a principal residence or place of business located at _____. For good and valuable consideration, and intending to be legally bound, the parties agree as follows:

1. Rental. Subject to the terms of this AGREEMENT, and solely for the purpose identified in the Schedule ("Permitted Purposes"), OWNER hereby grants to RENTER for the Term (as defined in Paragraph 2 below), the right to use the land area known as the Dog Training and Agility Area and located at 54 Richardson Rd., Chelmsford, MA 01863 (the "Training/Agility Area"). The use by RENTER or any of its licensees or invitees of any part of the premises (Parking area, Large or Small Dog areas) of OWNER other than the Training/Agility Area to the exclusion of the general public is prohibited, unless specific arrangements have been made prior to the use period (see Schedule). Access to such portions of the OWNER's premises may be made available to RENTER in the OWNER's sole discretion and on such terms as the OWNER may require (including a requirement of prior notice and payment of additional fees).

2. Term. Subject to the provisions of Section 9 of this AGREEMENT, the term of this AGREEMENT shall commence at ____ a.m. on the date identified in the Schedule as the "Commencement Date" and end at ____ p.m. on the date identified in the Schedule as the "Termination Date" (such period, the "Term"). [Notwithstanding the provisions of Section 9, the OWNER may terminate this AGREEMENT for convenience at anytime and with 10 days notice or immediately in the case a public safety or public health concerns as determined by the OWNER.](#)

3. Fees. On or before the Commencement Date, RENTER shall pay to the OWNER, in lawful money of the United States, the rental fee ("Rental Fee") and the security deposit (the "Security Deposit") set forth in the Schedule. The Security Deposit, if any, has been deposited with the OWNER as security for the faithful performance and observance by RENTER of the terms and provisions of this AGREEMENT. It is agreed that if RENTER defaults in respect of any of the terms or provisions of this AGREEMENT, the Owner may use, apply or retain the whole or any part of the Security Deposit to the extent required for the payment of any sum as to which RENTER is in default or for any sum that the OWNER may expend or may be required to expend by reason of RENTER's default in respect of any of the terms or provisions of this AGREEMENT, including but not limited to, any damages to the Training/Agility Area or Parking Lot. If RENTER shall fully and faithfully comply with all of the terms and provisions of this AGREEMENT, the Security Deposit shall be returned to RENTER after the expiration of the Term and after delivery of entire possession of the Training/Agility Area to the OWNER.

4. Use.

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(a) RENTER shall use the Training/Agility Area solely for the Permitted Purpose: (i) in such manner as will not create any hazardous conditions or interfere with or impair the water or electrical equipment, grass or ground cover, fencing, outbuildings, fire protection, life safety, security, public utilities on or near the area, or interfere with the use of the common areas of the premises upon which the Training/Agility is located; (ii) in compliance with all applicable laws, codes and regulations and all applicable industry standards (collectively, "Laws"); and (iii) in such manner as will not directly or indirectly interfere with, delay, restrict, or impose any expense or obligation upon OWNER or any agents, employees, guests, and invitees of OWNER, in the use or operation of the premises upon which the Training/Agility Area is located and the conduct of the business of the OWNER.

(b) RENTER shall, at RENTER's sole cost and expense, comply with and observe all present and future Laws. RENTER shall procure and maintain at all times during the Term, at RENTER's sole cost and expense, each and every license and permit necessary or appropriate for the proper and lawful conduct of RENTER's business, including General Liability Insurance. RENTER shall, at all times, comply with all terms and conditions of such licenses and permits and insurance policies. RENTER shall submit to OWNER evidence satisfactory to OWNER that RENTER has procured and maintained each and every license and permit and insurance policy. The OWNER shall be listed as "Additional Insureds" on the General Liability Policy for the term of this AGREEMENT. Failure to submit such evidence upon request prior to the commencement of the rental term shall be a default under this AGREEMENT.

(c) RENTER, RENTER's employees, agents and invitees, shall comply with all rules and regulations adopted by OWNER, with such changes and additions thereto as OWNER may from time to time adopt. RENTER, RENTER's employees, agents and invitees shall also comply with all rules and regulations established at any time and from time to time by OWNER, which rules and regulations may be applicable solely to RENTER. The RENTER, RENTER's Employees, agents and invitees shall comply with any State or Federal laws that apply to their purpose. RENTER further agrees that it shall not bring or cause to be brought onto the Park premises, including both the Park generally and the Training/Agility Area, any dog or dogs which the RENTER knows or should know to have aggressive tendencies or which the RENTER knows or should know has exhibited aggressive behaviors which either have or could reasonably be expected to result in injury to other animals, persons, or property.

(d) RENTER shall not make any improvements to the Training/Agility Area without obtaining OWNER's prior written consent, which consent may be granted or withheld in OWNER's sole and absolute discretion.

5. Electricity and Water. The reasonable cost of electricity and water used and consumed by RENTER during the Term shall be borne by OWNER. For purposes of this section only, "reasonable" is defined as being under \$50.00.

6. Maintenance. RENTER shall commit no waste on the premises upon which the Training/Agility Area is situated. RENTER shall also be responsible for, and shall indemnify, defend and hold harmless OWNER and their agents against, all liabilities, costs, claims and expenses arising, in whole or in part, as a result of any damage which may be caused to the

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premises upon which the Chelmsford Dog Park is situated (including, without limitation, the parking areas, any trees, shrubs, flowers or other landscaping, and any personal property of OWNER located on such premises) by RENTER or any of its employees, agents, contractors, licensees and invitees. All repairs, restorations or replacements by RENTER shall be of first-class quality and be done in a good and workmanlike manner and with the written permission of the OWNER pursuant to Section 4(d). RENTER is solely responsible for the care and maintenance of all personal property, equipment and other belongings of RENTER in the Dog Park and neither OWNER nor any agent or employee thereof shall have any liability therefor. RENTER shall carry insurance on all personal property, equipment and other belongings of RENTER located on the premises. OWNER shall provide no additional services to the premises. Without limiting the generality of the foregoing, RENTER shall, and shall cause its employees, agents, contractors, licensees and invitees to promptly clean-up and dispose of all human litter and animal litter including dog feces, urine, hair and fur waste, from the Training/Agility Area and the surrounding premises. RENTER and their invitees shall place all dog waste material and litter in the outside trash receptacles located throughout the Dog Park. The RENTER agrees to take any large items that do not fit into a trash receptacle with them upon vacating the premises.

7. Insurance/Indemnification.

(a) RENTER shall obtain and keep in full force and effect throughout the Term General Liability insurance in an amount customary for the conduct of the business that RENTER proposes to conduct on the premises and as required by the OWNER. RENTER shall provide OWNER with a copy of such policies (or other proof of such coverage acceptable to OWNER) maintained in accordance with this provision prior to the Commencement Date. RENTER will give the OWNER a written report of any accidents on such premises within three business days.

(b) Neither RENTER nor any of RENTER's employees, agents, contractors, licensees or invitees shall do or permit to be done any act or thing upon the premises, or any portion thereof, which could invalidate or be in conflict with any permit or license or bylaw applicable to the premises or any portion thereof or with any term of any insurance policy naming or maintained by OWNER.

(c) Neither OWNER nor any of its servants shall be liable to RENTER, its employees, agents, contractors, invitees, or licensees, for any claims, damages, costs or expense whatsoever arising from any damage to or loss of (by theft by others or otherwise) any property, irrespective of the cause of such damage or loss, including, without limitation, any claims, damages, costs or expenses arising from or occasioned by, in whole or in part, the negligence of OWNER or its agents. Without limiting the generality of the foregoing, OWNER shall not be liable in any respect as a result of any damage or loss which is occasioned by or arises from, in whole or in part, electrical wiring, plumbing, dampness, water, gas, steam or other pipes, or sewage, or the breaking of any electric wire, the bursting, leaking or running of water from any fixture, or which may at any time hereafter be placed therein; or for any claims, damages, costs or expense occasioned by fire, explosion, electricity, smoke, or water, snow or ice being upon or coming through the surface or from any other cause whatsoever. Neither OWNER nor any of its servants shall be liable to RENTER, its employees, agents, contractors, invitees, or licensees for any claims, damages, costs or expense arising, directly or indirectly, from any accident, injury or

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damage to any person or property caused, directly or indirectly, by any animal that belongs to or is or should be in the possession or control of RENTER or any of RENTER's agents, contractors, employees, agents, invitees or licensees.

(d) RENTER shall defend, indemnify and save harmless OWNER and their agents and employees from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including without limitation, reasonable attorneys' fees and court costs, which may be imposed upon or incurred by or asserted against OWNER and/or their agents by reason of any of the following occurring during the Term or during any time after the expiration of this AGREEMENT when RENTER has possession of or has access to all or any part of the premises: (i) any negligent or otherwise wrongful acts or omission on the part of RENTER or any of RENTER's agents, contractors, subcontractors, servants, employees, subtenants, licensees or invitees; (ii) any accident, injury or damage to any person or property occurring in, on or about the Building, caused in whole or in part by RENTER or any of RENTER's employees, agents, contractors, licensees or invitees, or the operation of RENTER's business; (iii) any failure on the part of RENTER to perform or comply with any covenant, agreement, term, rule, provision, condition or limitation contained in this AGREEMENT on its part to be performed or complied with; and (iv) any accident, injury or damage to any person or property occurring in, on or about the premises, caused by any animal that belongs to or is or should be in the possession or control of RENTER or any of RENTER's agents, contractors, subcontractors, servants, employees, subtenants, licensees or invitees. In case any action or proceeding is brought against OWNER by reason of any such claim, upon written notice from OWNER, RENTER shall at RENTER's expense resist or defend such action or proceeding by counsel approved by OWNER in writing. RENTER shall not enter into any settlement, offset, covenant not to sue or otherwise settle any action or proceeding without the OWNER's permission. The obligation of RENTER under this Paragraph shall survive the expiration or termination of this AGREEMENT for any reason.

8. Parking Area. During the Term, RENTER and its agents, invitees, guests and licensees shall have reasonable use of the parking area and such other parking areas as OWNER may from time to time permit and in accordance with local parking regulations if any.

9. Defaults and Remedies.

(a) Any one or more of the following events shall constitute an Event of Default under this AGREEMENT: (i) a failure by RENTER to operate and maintain the operations of RENTER in a first class manner, as determined solely by OWNER; (ii) a failure by RENTER to fully perform and comply with any agreement, term, covenant, or condition of this AGREEMENT.

(b) Upon an Event of Default, OWNER, in addition to and not in lieu of all other rights and remedies available to OWNER at law, in equity or otherwise set forth in this AGREEMENT, may notify RENTER that this AGREEMENT and the then unexpired Term shall cease and expire and terminate on the date and at the time (which may be immediately) specified in such notice, without any right on the part of RENTER to save the forfeiture by payment of any sum due or by the performance of any term, provision, covenant, AGREEMENT or condition broken; and, this AGREEMENT shall then wholly cease and expire and terminate in the same manner

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and with the same force and effect (except as to RENTER's liability) as if the date fixed in such notice were the date herein granted for expiration of the Term. Thereupon, RENTER shall immediately quit and surrender to OWNER the premises. No such expiration or termination of this AGREEMENT shall relieve RENTER of any liability and obligation under this AGREEMENT. OWNER shall have the right of injunction to restrain the same and the right to invoke any remedy allowed by law or in equity, whether or not other remedies, indemnity or reimbursements are herein provided.

(c) No failure by OWNER to insist upon the strict performance of any AGREEMENT, term, covenant or condition hereof or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial payment during the continuance of any such breach, shall constitute a waiver of any such breach or of such AGREEMENT, term, covenant or condition. No waiver of any breach shall affect or alter this Paragraph but each and every AGREEMENT, term, covenant and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

(d) Each right and remedy provided for in this AGREEMENT shall be cumulative and shall be in addition to every other right or remedy provided for in this AGREEMENT or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by OWNER of any one or more of the rights or remedies provided for in this AGREEMENT or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by OWNER of any or all other rights or remedies provided for in this AGREEMENT or now or hereafter existing in law, in equity, under any statute or otherwise.

10. No Estate Created.

This Rental AGREEMENT is referred to as a “rental” AGREEMENT for convenience only and shall not be construed as creating or vesting in the Town any estate in the Premises or Property or any interest in real property.

11. Surrender. RENTER shall vacate the premises upon the expiration or termination of the Term without necessity of further notice and hereby expressly waives the benefit of any law necessitating any notice. Upon the expiration or other termination of this AGREEMENT for any cause whatsoever, RENTER shall remove RENTER's personal property and that of any persons claiming under RENTER, and quit and deliver up the premises to OWNER peaceably and quietly in as good order and condition as the same are at the commencement of the Term, any damage caused by the removal of RENTER's equipment repaired. RENTER's goods, effects, personal property, business and trade fixtures, machinery and equipment not removed by RENTER at the expiration or other termination of this AGREEMENT shall be considered abandoned and OWNER may dispose of the same as it deems expedient, but RENTER shall promptly reimburse OWNER for any expenses incurred by OWNER in connection therewith, including without limitation the cost of removal thereof and repairing any damage occasioned by such removal. RENTER's obligation to observe or perform this covenant shall survive the expiration or other termination of the Term.

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12. Miscellaneous.

(a) This AGREEMENT, together with the Schedule annexed hereto, contains the entire agreement between OWNER and RENTER and all provisions relating hereto are merged herein or superseded hereby. Any agreement hereafter made between OWNER and RENTER shall be ineffective to change, modify, waive, release, discharge, terminate or effect an abandonment of this AGREEMENT, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification, waiver, release, discharge, termination or the effecting of the abandonment is sought and such writing states it is intended to change, modify, waive, release, discharge, terminate or effect abandonment hereunder.

(b) RENTER waives the right to trial by jury in any summary proceeding that may hereafter be instituted against it or in any action that may be brought hereunder.

(c) If any term or provision of this AGREEMENT, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this AGREEMENT, or the application of such term or provision to persons or circumstances other than those affected thereby, and each term or provision of this AGREEMENT shall be valid and enforceable to the fullest extent permitted by law.

(d) This AGREEMENT shall be governed in all respects by and construed in accordance with the laws of the Commonwealth of Massachusetts.

(e) The captions of paragraphs to this AGREEMENT are intended for convenience only and shall not limit or expand the provisions of this AGREEMENT.

(f) Nothing in this AGREEMENT shall be construed in any manner to constitute OWNER or RENTER as partners or joint venturers.

(g) In addition to those provisions hereof which by the terms thereof expressly survive the termination or expiration of this AGREEMENT, any obligations of RENTER hereunder which are not or cannot be discharged by such time shall likewise survive.

(h) The covenants, conditions and AGREEMENTs contained in the AGREEMENT shall bind and inure to the benefit of the respective successors and, except as otherwise provided herein, the assigns of the parties. Neither this AGREEMENT nor any rights hereunder shall be assigned by either party without the prior written consent of the other, which consent may be withheld in such party's sole, absolute and unfettered discretion.

IN WITNESS WHEREOF, OWNER and RENTER have respectively signed this AGREEMENT as of the day and year first above written.

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OWNER:

Town of Chelmsford

By: _____

Name: _____

Title: _____

RENTER:

By: _____

Name: _____

Name of Entity (if applicable):

By: _____

551339/CHEL/0001

SCHEDULE:

RENTER NAME: _____

If Renter is a business, please provide the contact information of the Individual authorized to sign the Rental Agreement.

Address and Phone Number of RENTER: _____

Permitted Purpose: _____

Commencement Date: _____

Termination Date: _____

Rental Fee: _____

Security Deposit: _____

By submitting this Schedule and Corresponding Agreement the RENTER acknowledges that it has read, that it acknowledges, and that it agrees to comply with all terms and conditions as set forth in the RENTAL AGREEMENT, including compliance with all applicable laws.

Rental Rate Schedule

- *\$100 security deposit
- *\$100 for full day rental-the park is open from sunrise to sunset
- *\$35 for 2 hours
- *\$50 for 4 hours
- *up to 30 dogs at any single event

Cancellation Policy

- *If renters give notice of a cancellation more than 1 week in advance-100% refund
- *Notice within 3-7 days in advance will receive a 50% refund
- *Notice within 48 hours-no refund